

Finale ultimo 060922

TOWN OF AMHERST

**RENEWAL CABLE
TELEVISION LICENSE**

**GRANTED TO
Comcast of Massachusetts/Virginia, Inc**

October 1, 2006

SELECT BOARD

TOWN OF AMHERST

MASSACHUSETTS

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L I C E N S E

This Renewal License entered into this 30th day of September, 2006, by and between Comcast of Massachusetts/Virginia, Inc., a Massachusetts corporation, and the Select Board of the Town of Amherst, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) under G.L. c. 166A:

W I T N E S S E T H:

WHEREAS, the Issuing Authority of the Town of Amherst, Massachusetts, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, is authorized to grant one or more nonexclusive revocable cable television renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Amherst; and

WHEREAS, Comcast of Massachusetts/Virginia, Inc. (hereinafter also referred to as "Comcast" or "Licensee") submitted a Renewal Proposal to the Town, dated March 29, 2006, for a Renewal License to construct, upgrade, operate and maintain a Cable Television System in the Town of Amherst; and

WHEREAS, the Issuing Authority and Comcast of Massachusetts/Virginia, Inc. did engage in good-faith negotiations to further clarify said Renewal Proposal and agree on terms and provisions for Comcast's continued operation of its Cable Television System in the Town of Amherst; and

WHEREAS, the Issuing Authority after consideration, analysis and deliberation, approved the technical, management and legal ability and financial qualifications of Comcast of Massachusetts/Virginia, Inc.; and

WHEREAS, the Issuing Authority has determined that it is in the best interest of the Town of Amherst to grant a Renewal License to Comcast of Massachusetts/Virginia, Inc.;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

SECTION 1

DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases, and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word shall is always mandatory except where noted.

Access: The right or ability of any Amherst resident and/or any Persons affiliated with an Amherst institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee for such use.

Access Channel: A video channel owned by the Licensee for the purpose of transmitting non-commercial public, educational and governmental access programming by members of the public, Town departments and agencies, public schools, and educational institutions and similar organizations. Access Channels are sometimes referred to as public, educational, and government channels or “PEG” channels.

Affiliate or Affiliated Person: When used in relation to any Person, including, but not limited to Comcast of Massachusetts/Virginia, Inc, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

Basic Service or Basic Level of Service: The lowest service tier distributed over the Cable System, which includes Public, Educational and Governmental Access Channels and the retransmission of local television broadcast signals as defined by the Cable Act and as otherwise provided by federal law.

Cable Act: Cable Communications Policy Act of 1984 (the “1984 Cable Act”), Public Law No. 98-549, 98 Stat. 2779 (1984), as amended by the Cable Television Consumer Protection and Competition Act of 1992 (the “1992 Cable Act”), Public Law No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996).

1 Cable Division or Division: The Cable Television Division of the Department of
2 Telecommunications and Energy of the Commonwealth of Massachusetts.

3 Cable Service: The one-way transmission to subscribers of (i) Video Programming or (ii)
4 other programming services, and subscriber interaction, if any, which is required for the
5 selection or use of such Video Programming or other programming service.

6 Cable Television System or Cable System: A facility, consisting of a set of closed
7 transmission paths and associated signal generation, reception, and control equipment
8 that is designed to provide Cable Service which includes Video Programming and which
9 is provided to multiple Subscribers within the Town.

10 CMR: The abbreviation for Code of Massachusetts Regulations.

11 Department of Public Works (DPW): The Department of Public Works of the Town of
12 Amherst, Massachusetts.

13 Designated Access Provider: The entity or entities designated from time to time by the
14 Issuing Authority to provide PEG Access Programming to the residents of the Town of
15 Amherst.

16 Downstream Channel: A channel over which signals travel to an authorized recipient of
17 Programming.

18 Drop or Cable Drop: The coaxial and/or hardline cable that connects an Outlet to the
19 Subscriber network.

20 Education Access Channel: Any Channel, or portion thereof, which has been allocated
21 pursuant to this Renewal License as a PEG Access Channel and has/have been designated
22 by the Issuing Authority as an Educational Access Channel for use by the Amherst-
23 Pelham Regional School District or other such other designee of the Issuing Authority.

24 Effective Date: October 1, 2006

25 FCC: The abbreviation for the Federal Communications Commission or any successor
26 agency.

27 Franchise Fee: The payments to be made by the Licensee to the Town of Amherst, which
28 shall have the meaning as set forth in Section 622(g) of the Cable Act.

29 Government Access Channel: Any PEG Access channel(s), or portion(s) thereof, which,
30 pursuant to this Renewal License, has been allocated for use by the Town, the Issuing
31 Authority or its designee(s) for the purpose of showing local government programming.

1 Gross Annual Revenue: All revenues derived by the Licensee and/or its Affiliates from
2 the provision of Cable Service(s) over the Cable Television System, including, without
3 limitation: the distribution of any Service over the Cable System; Basic Service monthly
4 fees and all other Service fees; installation, reconnection, downgrade, upgrade and any
5 similar charges; interest earned on all Subscriber fees and/or charges collected; all digital
6 Cable Service revenues; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial
7 Subscriber revenues (including bulk account revenues); Pay Cable or Premium Service
8 revenues; fees paid for channels designated for commercial use; fees from third party
9 unaffiliated programmers for leased access; home-shopping revenues on a pro-rata basis;
10 converter, remote control and other Cable Service-related equipment rentals and/or leases
11 or sales; and pro-rata portion of advertising revenues. In the event that an Affiliate and/or
12 any other Person is responsible for advertising revenues, advertising revenues for
13 purposes herein shall be deemed to be the pro-rata portion of the advertising revenues,
14 paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other
15 Person's use of the Cable Television System for the carriage of advertising. Gross Annual
16 Revenues shall also include the gross revenue of any other Person which is derived
17 directly or indirectly from or in connection with the operation of the Cable System to the
18 extent that said revenue is derived, through a means which has the effect of avoiding
19 payment of Franchise Fees to the Town that would otherwise be paid herein. It is the
20 intention of the parties hereto that Gross Annual Revenues shall only include such
21 revenues of Affiliates and/or Persons relating to signal carriage over the Cable System
22 and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where
23 unrelated to such signal carriage. Gross Annual Revenues shall not include actual bad
24 debt that is written off, consistent with Generally Accepted Accounting principles;
25 provided, however, that all or any part of any such actual bad debt that is written off, but
26 subsequently collected shall be included in Gross Annual Revenues in the period so
27 collected.

28 Headend: The electronic control center of the Cable System containing equipment that
29 receives, amplifies filters and converts incoming signals for distribution over the Cable
30 System.

1 Institutional Network or I-Net: An independent communication network constructed and
2 maintained by the Licensee for the sole non-commercial use of the Town and/or its
3 designee(s) other than alternative cable service provider(s).

4 Issuing Authority: The Select Board of Amherst, Massachusetts, or its successor.

5 Leased Channel or Leased Access: A video channel which the Licensee shall make
6 available pursuant to Section 612 of the Cable Act.

7 Licensee: Comcast of Massachusetts/Virginia, Inc. or any successor or transferee in
8 accordance with the terms and conditions of this Renewal License.

9 License Fee: The payments to be made by the Licensee to the Town of Amherst, which shall
10 have the meaning as set forth in M.G.L. Chapter 166A.

11 Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a
12 Subscriber's or User's equipment to the Cable System or, where applicable, I-Net.

13 Pay Cable or Premium Service: Programming delivered for a fee or charge to Subscribers
14 on a per-channel or group-of-channels basis.

15 Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-
16 program or per event basis.

17 PEG: The acronym for Public, Educational, and Governmental; used in conjunction with
18 Access Channels, support and facilities.

19 Person: Any corporation, partnership, limited partnership, association, trust, organization,
20 other business entity, individual or group of individuals acting in concert.

21 Public Building: Those buildings owned, occupied and used by the Town for government
22 administrative purposes, and shall not include buildings owned by the Town but leased to
23 third parties or buildings such as storage facilities at which government employees are
24 not regularly stationed.

25 Public Way: The surface of, as well as the spaces above and below, any and all public
26 streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks,
27 parkways, waterways, bulkheads, piers, dedicated public utility easements, and public
28 grounds or waters and all other publicly owned real property within or belonging to the
29 Town, now or hereafter existing. Reference herein to Public Way shall not be construed
30 to be a representation or guarantee by the Town that its property rights are sufficient to

1 permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise
2 any rights to use property in the Town greater than those already possessed by the Town.

3 Renewal License: The non-exclusive Cable Television License to be granted to Licensee
4 by this instrument.

5 Service: Any Basic Service or Standard (Cable) Service, Pay (Cable) Service, or any
6 other Cable Service, whether or not originated by the Licensee, which is offered to any
7 Subscriber in conjunction with, or which is distributed over, the Cable System.

8 Strand Map: A series of maps which show the precise route of the Cable System and the
9 I-Net.

10 Subscriber: Any person, firm, corporation or other entity who or which elects to
11 subscribe to for any purpose a Cable Service provided by the Licensee by means of, or in
12 connection with, the Cable Television System.

13 Subscriber Network: The Cable Television System, of at least 750 MHz, owned, operated
14 and maintained by the Licensee over which Cable Service(s) can be transmitted to
15 Subscribers.

16 Town: The Town of Amherst, Massachusetts.

17 Upstream Channel: A channel over which signals travel from an authorized location to a
18 system distribution point.

19 Video Programming or Programming: Programming provided by, or generally considered
20 comparable to programming provided by, a television broadcast station.

SECTION 2

GRANT OF RENEWAL LICENSE

Section 2.1 --- GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as enacted by Chapter 1103 of the Acts of 1971, as amended, pursuant to 207 CMR 8.00, and subject to the terms and conditions set forth herein, the Select Board of the Town of Amherst, as the Issuing Authority of the Town, hereby grants a renewal and non-exclusive cable television license to Comcast of Massachusetts/Virginia, Inc., a Massachusetts corporation established for such purpose, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the Town of Amherst.

(b) This Renewal License is subject to the lawful provisions of: (i) Chapter 166A of the laws of Massachusetts; (ii) the Cable Act; (iii) the regulations of the FCC; (iv) all state and federal statutes and regulations; and (v) all Town by-laws and regulations not specific to the Licensee or the Cable System, as all may be amended.

(c) Nothing in this Section 2.1 shall prohibit or restrict the right of the Licensee to challenge the legality or constitutionality of any law or regulation.

(d) Subject to the terms and conditions herein and to the extent to which the Issuing Authority has the power to authorize, the Issuing Authority hereby grants to Comcast of Massachusetts/Virginia, Inc., the Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the Public Ways and other public places under the jurisdiction of the Town of Amherst within the municipal boundaries and subsequent additions thereto, including property over which the Town has compatible easements or rights-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, or redistribution of signals in accordance with the laws of the United States of America and the Commonwealth of Massachusetts. In exercising rights pursuant to this license, Licensee shall not endanger or unreasonably interfere with the lives of persons, unreasonably interfere with any installations of the town, any public utility serving the town or any other person permitted to use public ways and places, nor unnecessarily hinder or obstruct the free use of Public Ways and places. Grant of this Renewal License does not establish priority for use over

1 other present or future permit holders or the Town's own use of public ways and places.
2 Disputes between Licensee and other parties regarding use of public ways and places
3 shall be resolved in accordance with the Town's by-laws and regulations and any special
4 state laws, currently and hereafter enacted.

5 Section 2.2 --- TERM OF RENEWAL LICENSE

6 The term of this Renewal License shall commence upon October 1, 2006 and expire on
7 September 30, 2016 unless sooner terminated as provided herein.

8 Section 2.3 --- TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

9 (a) This Renewal License or control thereof shall not be transferred, assigned or disposed
10 of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of
11 control of any person holding such License to any other person, without the prior written
12 consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily
13 withheld. Such consent shall be given only after a public hearing upon a written
14 application therefor as provided by the Division and/or the FCC and on forms prescribed
15 by the Division and/or the FCC, however, in accordance with applicable law the Issuing
16 Authority may at its discretion not hold such hearing, in which case consent shall be
17 deemed to have been given. The application for transfer consent shall be signed by
18 Licensee and by the proposed transferee or assignee.

19 (b) The consent or approval of the Issuing Authority to any assignment or transfer of the
20 Renewal License granted to the Licensee shall not constitute a waiver or release of the
21 rights of the Town in and to the Public Ways or any other rights of the Town under the
22 Renewal License, and any such transfer shall, by its terms, be expressly subordinate to
23 the terms and conditions of the Renewal License.

24 (c) Subject to applicable law, the Licensee shall submit to the Issuing Authority an
25 original one (1) paper copy, and, if available, an electronic copy of the application and
26 FCC Form 394 requesting such transfer or assignment consent.

27 (d) Any proposed controlling or owning Person or transferee approved by the Issuing
28 Authority shall be subject to all of the terms and conditions contained in this Renewal
29 License.

1 Section 2.4 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

2 (a) Any transfer of the Cable System without complying with Section 2.3 above shall be
3 null and void, and shall be deemed a material breach of the Renewal License.

4 (b) If the Issuing Authority denies its consent to any such action and a transfer has
5 nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal
6 License, unless such transfer is otherwise allowable by applicable law.

7 (c) The grant or waiver of any one or more of such consents shall not render unnecessary
8 any subsequent consent or consents, nor shall the grant of any such consent constitute a
9 waiver of any other rights of the Town.

10 Section 2.5 --- NON-EXCLUSIVITY OF RENEWAL LICENSE

11 (a) This Renewal License shall not affect the right of the Issuing Authority to grant to any
12 other Person a license or right to occupy or use the Public Ways, or portions thereof, for the
13 construction, upgrade, installation, operation or maintenance of a Cable Television System
14 within the Town of Amherst; or the right of the Issuing Authority to permit the use of the
15 Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby
16 acknowledges the Issuing Authority's right to make such grants and permit such uses.

17 (b) The grant of any additional cable television license(s) shall not be on terms more
18 favorable or less burdensome than those contained in this Renewal License. The grant of
19 any additional cable television license(s) shall be at the sole discretion of the Issuing
20 Authority.

21 (c) In the event that the Licensee believes that any additional cable television license(s) have
22 been granted on terms and conditions more favorable or less burdensome than those
23 contained in this Renewal License, the Licensee may request, in writing, that the Issuing
24 Authority convene a public hearing on that issue. Along with said written request, the
25 Licensee shall provide the Issuing Authority with written reasons for its belief. At the public
26 hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that
27 any such additional cable television license(s) are on terms more favorable or less
28 burdensome than those contained in this Renewal License. The Licensee shall provide the
29 Issuing Authority with such financial or other relevant information as is reasonably
30 requested. Should the Licensee demonstrate that any such additional cable television
31 license(s) or amendments thereof have been granted on terms and conditions more favorable

1 or less burdensome than those contained in this Renewal License, the Issuing Authority
2 shall negotiate, in good faith, equitable amendments to this Renewal License within a
3 reasonable time.

4 (d) The issuance of additional license(s) shall be subject to applicable federal law(s), and
5 M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

6 (e) In the event an application for a new cable television license is filed with the Issuing
7 Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall
8 serve a copy of such application upon the Licensee by certified mail or via nationally
9 recognized overnight courier service within a reasonable time thereafter.

10 (f) In the event that in the future the Licensee believes that another Licensee which has
11 been granted a cable television license in the Town, has been provided relief by the
12 Issuing Authority from any material obligation(s) of its license that causes said other
13 cable television license(s) to be more favorable or less burdensome than this Renewal
14 License, the Licensee may request, in writing, that the Issuing Authority convene a public
15 hearing on that issue. Along with said written request, the Licensee shall provide the
16 Issuing Authority with written reasons for its belief. At the public hearing, the Issuing
17 Authority shall afford the Licensee an opportunity to demonstrate that such relief causes
18 said other cable license to be more favorable or less burdensome than this Renewal
19 License. Should the Licensee demonstrate that any such relief causes said other cable
20 television license to be more favorable or less burdensome than the Renewal License, the
21 Issuing Authority shall consider and negotiate, in good faith, equitable amendments to
22 this Renewal License.

23 Section 2.6 --- POLICE AND REGULATORY POWERS

24 By executing this Renewal License, Licensee acknowledges that its rights are subject to
25 the powers of the Town to adopt and enforce general bylaws necessary to the safety and
26 welfare of the public. Licensee shall comply with all applicable and lawful Town by-laws
27 and regulations, including the regulations of the Department of Public Works of the
28 Town of Amherst. Any conflict between the terms of this Renewal License and any
29 present or future exercise of the Town's police and regulatory powers shall be resolved in
30 a court of appropriate jurisdiction.

1 Section 2.7 --- REMOVAL OR ABANDONMENT

2 Upon termination of this Renewal License by passage of time or otherwise, and unless
3 Licensee renews its license for another term or Licensee transfers the Cable System to a
4 transferee approved by the Issuing Authority, Licensee shall remove its supporting
5 structures, poles, transmission and distribution systems, and all other appurtenances from
6 the public way and places and shall restore all areas to their original condition. If such
7 removal is not completed within six (6) months after such termination, the Issuing
8 Authority may deem any property not removed as having been abandoned. In the event
9 that the licensing requirements change such that this license is legally null and void and
10 upon written request of the Licensee, the Issuing Authority shall waive this requirement.

SECTION 3

SYSTEM DESIGN

Section 3.1 --- SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain and make available to all Subscribers in the Town its existing two-way minimum 750 MHz Subscriber Network. Said Cable System shall be fully capable of carrying at least ninety (90) video channels in the downstream direction and is currently fed by a hybrid fiber optic coaxial network.

(b) The Licensee shall transmit all of its video signals to Subscribers in stereo, provided that such video signals are available and furnished to the Licensee in stereo.

(c) The Licensee shall maintain standby power at its Headend. Such standby power shall provide continuous capability, contingent upon availability of fuel necessary to operate the standby generators and shall become automatically activated upon the failure of the Licensee's normal power supply.

Section 3.2 --- INSTITUTIONAL NETWORK

(a) The Licensee shall continue to make available and maintain the current Institutional Network (I-Net) in place and constructed as of the date of this agreement. Said I-Net shall be capable of transmitting from and among the municipal buildings listed in Exhibit 3.2 attached hereto and made a part hereof.

(b) The Licensee shall continue to maintain one I-Net connection in each of the municipal buildings listed in Exhibit 3.2.

(c) Unless provided herein, the Town and its designated I-net users shall be solely responsible for any and all interface equipment, including, but not limited to video production equipment. The demarcation point is the input of the Licensee's modulators or optical transceivers.

(d) Licensee shall be available to be dispatched for repair at the request of the Issuing Authority and shall maintain the I-Net in accordance with applicable FCC technical standards signal quality as prescribed by FCC technical standards (currently 47 CFR Part 76) for video with its accompanying audio signals provided by a cable television system in order to maintain the integrity of the Institutional Network. If it is determined that any maintenance and/or repair issue is as a result of Town-owned equipment or municipal user error, the Licensee reserves the right to charge the Town for reasonable labor and

1 material costs of the Licensee as agreed to by the parties prior to the commencement of
2 work for I-Net maintenance.

3 (e) Upon the written request of the Issuing Authority the Licensee shall provide an
4 expansion of the current I-Net to up to ten (10) additional locations. The Licensee shall
5 provide the Issuing Authority with a cost estimate for the requested expansion. The full
6 construction cost of any I-Net expansion shall be paid for by the Town at the Licensee's
7 actual cost plus a reasonable allocation of general and administrative overhead in
8 accordance with applicable law. A minimum of twelve (12) months advance written notice
9 must be provided to the Licensee prior to the commencement of any expansion of the I-Net
10 to additional sites. Construction shall not commence until funds dedicated to the project
11 shall be encumbered as evidenced by a valid purchase order issued to the Licensee by the
12 Town. Payment to the Licensee shall be made in full within sixty (60) days of completion
13 of construction. Any amount not paid within said sixty (60) day period shall be subject to a
14 late payment fee of two percent (2%) above prime at the Bank of America in Boston or its
15 successor.

16 (f) The Town shall not allow use of the I-Net by a competitor of the Licensee without the
17 written authorization of the Licensee.

18 Section 3.3 --- PARENTAL CONTROL CAPABILITY

19 Subject to applicable law, upon the request of a Subscriber, the Licensee shall make
20 available for sale or lease a device by which the Subscriber can prohibit viewing of a
21 particular Cable Service during periods selected by that Subscriber.

22 Section 3.4 --- EMERGENCY ALERT SYSTEM

23 Licensee and the Subscriber Network shall comply with the emergency alert system
24 (EAS) requirements of the FCC in order that emergency messages may be distributed
25 over the cable system.

SECTION 4

CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

Section 4.1 --- LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the Town of Amherst. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over public ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with applicable and lawful State law and regulations and Town bylaws and regulations.

Section 4.2 --- UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone and electric utility lines underground, whether required by by-law or not, all of Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) The Town shall make best efforts to notify the Licensee of any underground grant-of-location requests submitted to the Town by a utility.

Section 4.3 --- TREE TRIMMING

In the installation of the Cable System, including amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires, Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, public ways and places and private property in the Town. Licensee shall be subject to MGL c. 87 and shall comply with all the rules established by the Town, including by the Town's Shade Tree Committee or its designee during the term of this Renewal License. Licensee shall use its best efforts to obtain the prior written permission of the owner of any privately owned tree or other vegetation before it trims or prunes the same.

1 Section 4.4 --- RESTORATION TO PRIOR CONDITION

2 Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of
3 any public way or public place, the same shall be replaced and the surface restored in as
4 good condition as possible before entry as soon as practicable. If Licensee fails to make
5 such restoration within a reasonable time, the Issuing Authority may fix a reasonable time
6 for such restoration and repairs and shall notify the Licensee in writing of the restoration
7 and repairs required and time fixed for performance thereof. Upon failure of Licensee to
8 comply within the specified time period, the Issuing Authority may cause proper
9 restoration and repairs to be made and the reasonable expense of such work shall be paid
10 by Licensee upon demand by the Issuing Authority.

11 Section 4.5 --- TEMPORARY RELOCATION

12 Licensee shall temporarily raise or lower its wires or other equipment upon the
13 reasonable request of any person, including without limitation a person holding a
14 building moving permit issued by the Town. The expense of such raising or lowering
15 shall be paid by the person requesting the same, unless otherwise required by applicable
16 law, and Licensee shall have the authority to require such payment in advance. Licensee
17 shall be given reasonable written notice necessary to maintain continuity of service.

18 Section 4.6 --- DISCONNECTION AND RELOCATION

19 Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect,
20 relocate in the same street, or other public ways and places, or remove from any street or
21 any other public ways and places, any property owned or maintained by the Licensee as
22 required by the Issuing Authority or its designee by reason of traffic conditions, public
23 safety, street construction, change or establishment of street grade, or construction of any
24 public improvement or structure by any Town department acting in a governmental
25 capacity.

26 Section 4.7 --- EMERGENCY REMOVAL OF PLANT

27 If, at any time, in case of fire or declared disaster in the Town, it shall become necessary
28 in the reasonable judgment of the Issuing Authority or its designee, to cut or move any of
29 the wires, cables, amplifiers, appliances or appurtenances of the Cable Television
30 System, the Town shall have the right to do so at the sole cost and reasonable expense of
31 Licensee, provided however that, wherever possible, the Issuing Authority provides

1 Licensee written notice and the opportunity to relocate wires, cable and other equipment.
2 Licensee shall have the right in either case to seek reimbursement under any applicable
3 insurance or government program for reimbursement

4 Section 4.8 --- REMOVAL AND RELOCATION

5 The Issuing Authority shall have the power at any time to order and require Licensee to
6 remove or relocate any pole, wire, cable or other structure that is unnecessarily dangerous
7 to life or property. In the event that Licensee, after notice, fails or refuses to act within a
8 reasonable time, the Issuing Authority shall have the power to remove or relocate the
9 same at the sole cost and reasonable expense of Licensee.

10 Section 4.9 --- SAFETY AND OTHER STANDARDS

11 Licensee shall construct, install, operate, maintain and remove the Cable Television
12 System in conformance with Occupational Safety and Health Administration regulations,
13 the Massachusetts Electrical Code, the Commonwealth of Massachusetts State Building
14 Code to the extent applicable, the National Electric Code, the National Electrical Safety
15 Code, the rules and regulations of the Cable Division and FCC, applicable Dig Safe
16 provisions, any other applicable state and federal laws and regulations, local by-laws, and
17 all applicable land use restrictions as the same exist or may be amended hereafter.

18 Section 4.10 --- PRIVATE PROPERTY

19 Licensee shall be subject to all laws, by-laws or regulations regarding private property in
20 the course of constructing, upgrading, installing, operating or maintaining the Cable
21 System in the Town. Licensee shall promptly repair or replace all private property, real
22 and personal, damaged or destroyed as a result of the construction, upgrade, installation,
23 operation or maintenance of the Cable System at its sole cost and expense.

24 Section 4.11 --- CABLE SYSTEM MAPS

25 Upon written request, the Licensee shall file with the Issuing Authority Strand Maps of
26 the Cable System plant installed. Upon written request said Strand Maps shall also be
27 provided in electronic format if they exist in said electronic format. The Licensee shall
28 not be required to provide a particular type of electronic format which is different from
29 the electronic format the Licensee maintains. Upon written request, and not more than
30 once per calendar year, the Licensee shall file with the Issuing Authority updated Strand
31 Maps, not later than sixty (60) days after a written request.

1 Section 4.12 --- SERVICE INTERRUPTION

2 Except where there exists an emergency situation necessitating a more expeditious
3 procedure, Licensee may interrupt service for the purpose of non-routine repairing,
4 upgrading or testing the Cable Television System, only during periods of minimum use,
5 and, when feasible, only after a minimum of forty-eight (48) hours notice to affected
6 Subscribers.

7 Section 4.13 --- PEDESTALS

8 In any cases in which Pedestals housing active and passive devices are to be utilized, in
9 Public Ways or within the public lay-out, such equipment must be installed in accordance
10 with applicable Town by-laws and/or regulations. All such Pedestals shall be shown on
11 Cable System maps submitted to the Town in accordance with Section 4.11 above.

SECTION 5

AVAILABILITY OF CABLE SERVICE

Section 5.1 --- AREA TO BE SERVED – GENERAL POLICY

(a) The area to be served is the entire Town. Licensee shall make Cable Television Service(s) available to all residential dwelling units of the Town, subject to the provisions of Section 5.

(b) The Licensee's Cable Service shall be available to all residential dwelling units in the Town subject to the provisions of Section 5, regardless of the type of dwelling, unless legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units.

(c) Cable Service(s) shall be provided at the standard Subscriber installation charge, which charge shall be applied in a non-discriminatory manner to any dwelling unit within one hundred seventy-five (175) feet aerial or underground of the Cable System.

(c) Installation costs shall conform to the Cable Act. Any dwelling unit within one hundred seventy-five (175) feet aerial or one hundred seventy-five (175) feet underground of the distribution cable shall be entitled to a standard installation rate, unless conduit is required, the sub-surface is a hard surface (concrete, asphalt, rock, ledge, etc.) or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred seventy-five (175) feet or which involve a hard surface or which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws. Installation charges shall be consistent with federal and state regulations.

Section 5.2 - LINE EXTENSION POLICY

(a) The Cable Television System shall be extended automatically, at the Licensee's sole cost and expense, to any and all areas of the Town containing fifteen (15) homes or more per aerial mile or twenty-five (25) homes per underground mile of Cable System plant or fractional proportion thereof. The Licensee shall seek all necessary permits and pole attachment agreement(s) on a timely basis, and shall extend service to said areas no later than thirty (30) days after all necessary permit and pole attachment agreements are obtained.

(b) For any area containing less than fifteen (15) homes per aerial mile or twenty-five (25) homes per underground mile of Cable System plant, the cost of extension of the Cable Television System (an extension of either trunk or feeder cable) shall be determined as described in the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of homes in such area minus the cost of extending service to the home in an area that meets the fifteen (15) homes per aerial mile or twenty-five (25) per underground mile of cable plant and/or fractional proportion thereof density requirement. The result cost shall equal the per Subscriber contribution relating to line extension of cable service to that particular area of the Town or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

* C equals the cost of construction of new plant from the termination of existing cable plant;

* CA equals the average cost of construction per mile in the primary service area;

* P equals the fifteen (15) homes per linear mile of aerial plant and twenty-five (25) homes per linear mile in the case of underground plant; and

* LE equals the number of dwelling units in the line extension area.

the Licensee shall within thirty (30) days following a request for service conduct a survey to determine the number of homes in the immediate area and shall inform each potential requesting Subscriber of the possible contribution in aid of construction (see Section 5.2(a) above) that will be charged. The Licensee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable Television Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within thirty (30) days of receipt of pole attachment agreements by the Licensee subject to the limitations set forth above.

(c) In arranging appointments for cable installation work, Licensee shall comply with the requirements of Section 13.3 and shall make reasonable efforts to perform installations at times convenient to Subscribers, including evening hours and Saturdays.

1 (d) Provided the Licensee has at least forty-five (45) days prior notice concerning the
2 opening of residential subdivision trenching, or of the installation of conduit for the
3 location of utilities, it shall install its cable in such trenching or conduits or may seek
4 permission to utilize alternative trenching or conduits within a comparable time frame.
5 The Issuing Authority, or its designee, shall exercise reasonable efforts to have the
6 Planning Board require that developers give timely notice of trenching and underground
7 construction to the Licensee.

8 Section 5.3 ---COMMERCIAL ESTABLISHMENTS

9 The Licensee shall make Cable Television Service(s) available to any commercial
10 establishments in the Town, provided that said establishment(s) agree to pay for
11 installation and costs as established by the Licensee.

SECTION 6

SERVICES AND PROGRAMMING

Section 6.1 --- BASIC SERVICE

(a) The Licensee shall make available Basic Service to all Subscribers in the Town pursuant to applicable statute or regulation.

(b) The Issuing Authority may request an additional PEG Access Channel for PEG Access use for a total of four (4) PEG Access Channels, so long as a threshold use requirement is met. In order to request the fourth PEG Access Channel, existing PEG Access Channels must be used to cablecast first run, non-repetitive, locally produced, non-commercial, non-alpha numerical, programming at least eighty percent (80%) of the weekdays (Monday through Friday) for eighty percent (80%) of the time during any consecutive eight-hour period for twenty-six (26) out of thirty (30) consecutive weeks. If there is channel space available on the Basic Cable Service tier at the time of the Issuing Authority's written request for a fourth PEG Access Channel under this subsection, the Licensee shall make the fourth PEG Access Channel available within six (6) months. If there is no channel space available on the Basic Cable Service tier, the Licensee shall have eighteen (18) months following receipt of the Issuing Authority's written request in which to make such PEG Access Channel available.

Section 6.2--- PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall provide a mix, quality and broad categories of Programming carried on the Cable System as set forth in Exhibit 6.2.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Amherst Programming line-up at least thirty (30) days before any such change is to take place.

Section 6.3 --- DVD/VCR/Cable Compatibility

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and record any two channels and set DVD/VCR controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, accessories and written procedures which may allow DVD and/or VCR owners to record and view

1 simultaneously any channel capable of being received by such owner's television set
2 and/or DVD/VCR, the exception being that the subscriber will not be able to view and
3 record two scrambled Signals simultaneously. Equipment compatibility information and
4 procedures are attached as Exhibit 6.3. Accessory equipment and written procedures shall
5 be available to all Subscribers as detailed in Exhibit 6.3, "Notice to Customers Regarding
6 Equipment Compatibility." Notice to customers regarding equipment compatibility and
7 the different options available shall be sent to all subscribers in writing with the
8 applicable charges, if any, on an annual basis.

9 (b) Pursuant to applicable laws, the Licensee shall not scramble or otherwise encode, in
10 any manner or form, for the entire term of the Renewal License, (1) any off-the-air
11 Signals or (2) any of the PEG Access Channels. For purposes of this Section 6.3(b), "off-
12 the-air Signals" shall mean any local broadcast television Signals received at the
13 Licensee's Headend without the aid of any intervening relay device or receiving dishes.
14 For purposes of this section, the word "local" shall have the meaning as defined by
15 applicable law and/or regulation.

16 (c) The Licensee reserves its rights to scramble or otherwise encode any cable channel(s),
17 except for the channels discussed in Section 6.3(b) above, as is reasonably necessary, in the
18 Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

19 Section 6.4 --- CONTINUITY OF SERVICE

20 It shall be the right of all Subscribers to receive Service insofar as their financial and
21 other obligations to the Licensee are honored; provided, however, that the Licensee shall
22 have no obligation to provide service to any person who or which Licensee has
23 reasonable basis to believe is using unauthorized converters. The Licensee shall ensure
24 that all Subscribers receive continuous, uninterrupted Service, except for necessary
25 Service interruptions. When necessary, non-routine Service interruptions can be
26 anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance

27 Section 6.5 --- FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL 28 BUILDINGS AND SCHOOLS

29 (a) The Licensee shall provide, install and maintain at no cost Subscribers one (1) Cable
30 Drop and/or Outlet, and converter, if necessary, and its monthly Basic Service, or its
31 equivalent, to all police and fire stations, public libraries, schools and other public

1 buildings along its cable routes and any other public buildings and/or schools along its
2 cable routes lawfully designated as municipal buildings and occupied and used as such by
3 a municipal entity or by the Issuing Authority now or in the future. The Licensee shall
4 coordinate the location of each Drop and/or Outlet with each of the aforementioned
5 institutions newly receiving Service. There shall be no costs to the Town, the Amherst
6 and Amherst Regional School Department (the "School Department") and/or any
7 designated institution for the standard installation and provision of monthly Basic Cable
8 Service and related maintenance.

9 (b) The Licensee shall install any such Drop and/or Outlet and converter, if necessary,
10 within sixty (60) days for aerial Drops or one hundred twenty (120) days for underground
11 Drops of any such written request(s) from the Issuing Authority and/or the School
12 Department, weather conditions permitting, at the Licensee's sole cost and expense. The
13 exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing
14 Authority or its designee(s).

15 (c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper
16 officials in each of the buildings and/or institutions entitled to such a Drop and/or Outlet,
17 prior to any such installation.

18 (d) There shall be no charges to the Issuing Authority, the School Department and/or the
19 Town for the initial standard installation, and for standard maintenance, and/or standard
20 repair of Drops and/or Outlet(s) to public buildings.

SECTION 7

PEG ACCESS/TECHNOLOGY FUND

SECTION 7.1 --- PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available three (3) PEG Access Channels for noncommercial Public Educational and Governmental Access use.

(b) The Licensee shall not charge the Town, educational authorities, non-profit and/or charitable organizations serving the local or any other regional governmental entities for non-commercial use of the PEG Access channels.

(c) At its sole discretion, the Issuing Authority or its designated access provider may designate the Public, Educational, and Governmental purposes for each PEG Access Channel. A Public, Educational and Governmental Access (PEG Access) Channel may not be used to cablecast programs for profit or for political or commercial fundraising.

SECTION 7.2 --- SUPPORT FOR PEG ACCESS

(a) Licensee shall provide annual support for PEG access equal to five percent (5%) of Licensee's Gross Annual Revenues, less any License Fees payable to the Town and State. Said annual payment shall be used by the Issuing Authority or its designee(s) for any cable related purpose, including costs and expenses connected with PEG Access Programming and operations.

(b) With respect to support for PEG access, Licensee shall make quarterly payments equal to five percent (5%) of the previous quarter's gross revenues, as follows:

<u>Period Covered</u>	<u>Payment Due Dates</u>
January 1 – March 31	May 15
April 1 – June 30	August 15
July 1-September 30	November 15
October 1 – December 31	February 15

The final payment for the period of July 1, 2016 through September 30, 2016 shall be due by December 15, 2016.

(c) The Licensee shall file with each quarterly payment pursuant to this Section 7.2, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the total Gross Annual Revenue as defined in Section 1.

(d) In no case shall said five percent (5%) payment(s) include or be counted against: (i) the capital funding required by Section 7.3 below and (ii) the technology fund payable to the Issuing Authority pursuant to Section 7.11, provided, however, that said five percent (5%) payment shall be a Franchise Fee, as defined pursuant to Section 622 (h) of the Cable Act, and subject to the five percent (5%) federal cap on such Franchise Fees.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access user, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Issuing Authority's designee an amount equal to five percent (5%) of such Person's Gross Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee shall collect said five percent (5%) payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Issuing Authority's designee along with the Licensee's five percent (5%) percent PEG access payments pursuant to Section 7.2(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the System, then the Licensee shall notify any such Person of this five percent (5%) payment requirement and shall notify the Issuing Authority of such use of the Cable System by such Person(s).

SECTION 7.3 --- CAPITAL SUPPORT

(a) Licensee shall provide a capital payment of Four Hundred Fifty Thousand Dollars (\$450,000) to the Issuing Authority for PEG Access and cable-related telecommunications equipment and non-operating expenses associated with PEG Access. All PEG Access and cable-related telecommunications equipment purchased with these funds will be owned, operated and maintained by the Town and/or its designee(s). Said payments shall be paid by the Licensee as follows:

(i) within sixty (60) days of the Effective Date of this Renewal License, One Hundred Fifty Thousand Dollars (\$150,000);

(ii) on or before October 1, 2008, One Hundred Fifty Thousand Dollars (\$150,000);
and

(iii) on or before October 1, 2010, One Hundred Fifty Thousand Dollars (\$150,000).

(b) In no event shall capital funding for PEG access include or be counted against either: (i) the annual PEG access funding required by Section 7.2 above; (ii) the Technology Fund

1 payable to the Issuing Authority pursuant to Section 7.11 below; and/or (iii) any License Fee
2 payment, and/or any other fees or payments required by applicable law.

3 SECTION 7.4 --- PEG ACCESS PAYMENTS

4 All payments required pursuant to this Section 7 shall be made by Licensee to the Issuing
5 Authority unless directed to do otherwise in writing by the Issuing Authority.

6 SECTION 7.5 --- ACCESS CHANNEL MAINTENANCE

7 (a) The Licensee shall monitor the PEG access channels for technical quality and shall
8 ensure that they are maintained at standards commensurate with those which apply to the
9 Cable System's commercial channels, including any applicable FCC Regulations.
10 However the Licensee is not responsible for production quality of PEG Access. The
11 Issuing Authority or its designee shall be responsible for the picture quality of all its PEG
12 Access productions.

13 (b) For each PEG Access Channel to be activated, the Issuing Authority and/or its
14 designee(s) is (are) responsible for providing a video Signal with accompanying audio
15 signal to the Licensee's modulator(s) that meets the minimum FCC technical standards.

16 (c) The Licensee shall provide for automatic switching on each of the PEG channels so
17 that, if desired, live field productions can override the primary cablecasting signals
18 without personnel having to be present at the primary PEG cablecasting site(s) or at the
19 cable system head end. The Town or its designated access provider shall be responsible
20 for any and all manual switching, if necessary, during live field productions.

21 SECTION 7.6 --- EQUIPMENT OWNERSHIP

22 (a) The Town or its designated access provider shall own, operate, repair and replace all
23 PEG Access equipment purchased with funding pursuant to Section 7.3 above and only
24 for use in accordance herewith and shall forever be for use of the Town or its designated
25 access provider.

26 (b) The Issuing Authority or its designee will be responsible for the quality of the
27 audio/video Signal up to the cable system insertion equipment. Licensee shall provide,
28 maintain, align, repair and replace all RF/Fiber-Optic/Digital equipment used to insert,
29 transmit, or distribute PEG access Signals over the Cable System, Subscriber Network or
30 I-Net, including but not limited to one (1) modulator for each of the designated public,
31 educational and governmental access channels, for use in connection with cablecasting on

1 those channels; b) three (3) frequency agile modulators for use in remote field operations;
2 and c) three (3) frequency agile demodulators for use in connection with the above
3 remote field operations. If it is determined that the maintenance and/or repair issue is as a
4 result of Town-owned equipment or municipal user neglect or error, the Licensee
5 reserves the right to charge the Town for reasonable labor and material costs of the
6 Licensee as agreed to be the parties prior to the commencement of work for maintenance.

7 SECTION 7.7 --- EMERGENCY CONTACT INFORMATION

8 Licensee shall provide and keep current emergency after hours picture quality problem
9 resolution contact information for the Issuing Authority and/or the Designated Access
10 Provider.

11 SECTION 7.8 --- CHANGES IN PEG ACCESS CHANNEL ASSIGNMENT

12 The Licensee shall not move or otherwise relocate the channel locations of the PEG Access
13 Channels, without advance written notice to the Access Corporation and Issuing Authority.
14 Licensee shall reimburse the Town or its designee for the actual costs of stationery,
15 envelopes, signs, business cards and "channel-marked items," necessitated by such PEG
16 Access Channel relocation, in an amount not to exceed One Thousand Dollars (\$1,000.00).

17 SECTION 7.9 --- LATE PAYMENT

18 In the event that any fee or payment required in this Article 7 is not tendered on or before
19 the dates fixed, interest due on such fee shall accrue from the date due at the rate of two
20 percent (2%) above the prime at the Bank of America in Boston or its successor.

21 SECTION 7.10 --- PEG ACCESS COSTS

22 Subject to applicable law, there shall be no charges by the Licensee to the Town, its
23 designee(s), and/or PEG Access users for use of the PEG Access Channels.

24 SECTION 7.11 --- TECHNOLOGY FUND

25 Within sixty (60) days of the Effective Date of this Renewal License, the Licensee shall
26 provide the Issuing Authority a technology fund payment in the amount of Fifty
27 Thousand Dollars (\$50,000) to be used for municipal technology purposes.

SECTION 8

LICENSE FEES

SECTION 8.1 --- LICENSE FEE PAYMENTS

(a) In accordance with MGL c.166A, §9, Licensee shall, on March 15th of each year, unless a different date is required by applicable law, submit a license fee to the Issuing Authority equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be required pursuant to State and/or Federal law(s). The number of Subscribers, for purposes of this section, shall be calculated on the last day of each calendar year.

(b) The Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided that said five percent (5%) shall include the following: (i) the support for PEG Access pursuant to Section 7.2 and (ii) any License Fees that may be payable to the Town and the State pursuant to M.G.L. Chapter 166A, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the capital support pursuant to Section 7.3 above; (iii) the costs related to any liquidated damages pursuant to Section 12.2 below; (iv) any payments, expenses, or replenishment of the Performance Bond pursuant to Section 10.2 below; and (v) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

Section 8.2 --- LATE PAYMENT

In the event that the fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the prime rate at the Bank of America in Boston or its successor.

Section 8.3 --- RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town of Amherst may have for additional sums including interest payable under this Section 8.3. All amounts paid shall be subject to audit and recomputation by the Town and shall occur in no event later than two (2) years after the subject payment has been tendered. If, after audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after audit and recomputation. The

1 interest on such additional fee shall be charged from the due date at the rate of two
2 percent (2%) above the prime rate at the Bank of America in Boston or its successor
3 during the period that such additional amount is owed.

4 Section 8.4 --- TAXES

5 (a) The Licensee Fee shall be in addition to and shall not constitute an offset or credit
6 against any and all taxes or other fees or charges of general applicability which the
7 Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any
8 State or federal agency or authority, as required herein or by law; the payment of said
9 taxes, fees or charges shall not constitute a credit or offset against the License Fee which
10 shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The
11 Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or
12 credits against the License Fee, except as permitted by applicable law.

13 (b) In accordance with Section 622(h) of the Cable Act, nothing shall preclude the
14 authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on
15 any Person (other than the Licensee) with respect to Cable Service or Service provided by
16 such Person over the Cable System for which charges are assessed to Subscribers but not
17 received by the Licensee.

SECTION 9

RATES AND CHARGES

SECTION 9.1 --- MONTHLY RATES AND INSTALLATION CHARGES

Licensee shall comply with all applicable federal and stated laws and regulations regarding rates and charges, including applicable rate regulations of the Federal Communications Commission and the Massachusetts Cable Television Division.

SECTION 9.2 --- NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all Cable Service rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subject to applicable law, Subscribers shall have at least thirty (30) days prior to the effective date of any Cable Service rate increase to either downgrade service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq.

SECTION 9.3 --- PUBLICATION AND NONDISCRIMINATION

All rates for Subscriber Services shall be published. All of the Licensee's rates, charges and pricing for Subscriber Services shall be non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's local business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

SECTION 9.4 --- CREDIT FOR SERVICE INTERRUPTION

In the event that Licensee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, Licensee shall grant such Subscriber a pro-rata credit or rebate in accordance with applicable law.

1 SECTION 9.5 --- FRANCHISE RELATED COSTS - EXTERNALIZING, LINE-
2 ITEMING AND PASSING-THROUGH

3 The Licensee shall have the right to pass through costs associated with this Renewal
4 License to the extent allowed by and in accordance with applicable law and regulations.

SECTION 10

INSURANCE AND BONDS

Section 10.1 --- INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis or such other basis as renewed in compliance with the terms of this Renewal License, copies of the certificates of insurance for the following policies:

(a) A commercial general liability policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons and/or property damage occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum combined single limit of liability of One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance, operation or removal of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00).

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(1) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(2) One Million Dollars (\$1,000,000.00) for property damage per occurrence.

(d) Workers Compensation in the minimum amount of the statutory limit.

1 (e) The Licensee shall carry excess liability, written on an occurrence basis, in the
2 minimum amount of Five Million Dollars (\$5,000,000.00) umbrella form over all other
3 insurance required by this Section 9.1.

4 (f) The above insurance policies shall also be subject to the following requirements:

5 (1) Such insurance shall be obtained from brokers or carriers authorized to transact
6 insurance business in the Commonwealth.

7 (2) Certificates of Insurance reasonably acceptable to the Town shall be addressed to
8 and filed with the Town prior to the Effective Date of this Renewal License. Renewal
9 certificates shall be addressed to and filed with the Town at least twenty (20) days prior
10 to the expiration date of required policies.

11 (3) The insurance policies and performance bond required herein shall each contain
12 an explicit endorsement stating that such insurance policies and performance bond are
13 intended to cover the liability assumed by the Licensee under the terms of the Renewal
14 License and shall contain the following endorsement: It is hereby understood and agreed
15 that this policy (or bond) shall not be cancelled, or the amount of coverage thereof
16 reduced until thirty (30) days after receipt by the Issuing Authority of one (1) copy of a
17 written notice of such intent to cancel, materially change or reduce the coverage required
18 herein.

19 (4) All Certificates of Insurance shall contain true transcripts from the policies,
20 authenticated by the proper officer of the insurer, evidencing in particular those insured,
21 the extent of the coverage, the location and operations to which the insurance applies, the
22 expiration date and the above-mentioned notice clauses.

23 (5) The above policies shall name the Town as an additional insured as its interests
24 may appear.

25 (6) Such insurance shall be primary with respect to any insurance maintained by the
26 Town and shall not call on the Town's insurance for contributions.

27 (7) The coverage amounts set forth above may be met by a combination of underlying
28 and umbrella policies so long as in combination the limits equal or exceed those required
29 herein.

30 (8) The Licensee's failure to obtain, to procure or maintain the required insurance shall
31 constitute a material breach of the Renewal License under which the Town may

1 immediately suspend operations under the Renewal License and/or obtain and pay for said
2 insurance from the Performance Bond.

3 (9)The Licensee shall require that every one of its contractors and their subcontractors
4 are covered by the Licensee's insurance as required herein or, in the alternative, carry in full
5 force and effect, the same insurance in the same minimum amounts as required herein.

6 (10) The Licensee shall be responsible for all deductibles.

7 (11) Neither the requirement for insurance, nor the existence of insurance by the
8 Licensee, shall diminish the Licensee's indemnification/hold harmless obligations pursuant
9 to Section 10.3 below.

10 Section 10.2 --- PERFORMANCE BOND

11 (a) The Licensee shall maintain, without charge to the Town, throughout the term of
12 the Renewal License a faithful performance bond running to the Town, with good and
13 sufficient surety licensed to do business in the State in the sum of One Hundred
14 Thousand Dollars (\$100,000.00). Said bond shall be upon the terms and conditions
15 specified in M.G.L. c. 166A, § 5(k) and the faithful performance and discharge of all of
16 the obligations imposed by this Renewal License, subject to the provisions of Sections
17 11.1 and 11.2 below.

18 (b) The performance bond shall be effective throughout the term of the Renewal
19 License, including the time for removal of all of the facilities provided for herein,
20 pursuant to M.G.L. c. 166A, § 5(f) and Section 2.7, supra, and shall be conditioned that in
21 the event that the Licensee fails to comply with any one or more of the terms and
22 conditions of the bond, the Town shall recover from the surety of such bond all damages
23 suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and
24 11.2 below.

25 (c) Said bond shall be a continuing obligation of the Renewal License, and thereafter
26 until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and
27 conditions of such bond. In the event that the Town recovers from said surety, the
28 Licensee shall take immediate steps to reinstate the performance bond to the sum of One
29 Hundred Thousand Dollars (\$100,000.00) required herein. Neither this section, any bond
30 accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability
31 of the Licensee under the Renewal License.

1 Section 10.3 --- INDEMNIFICATION

2 (a) The Licensee shall, at its sole cost and expense, indemnify, hold harmless, and
3 faithfully defend (if requested by the Issuing Authority) the Town, its officials, boards,
4 commissions, committees, agents and/or employees against all claims, suits, causes of
5 action, proceedings, judgment, damages, liabilities, costs and expenses, whether arising
6 in law or in equity, arising out of or relating to: (i) this Renewal License, (ii) the
7 construction, installation, operation, maintenance or removal of the Cable System by the
8 Licensee, its officers, employees or agents, or (iii) the acts or omissions of the Licensee,
9 its officers, employees or agents, including by way of example, but not limitation,
10 damages, injuries (personal or otherwise) or accidental death to any persons or damage to
11 real or personal property, regardless of whether or not it is caused in part by a party
12 indemnified hereunder.

13 (b) The Town must:

14 (i) Provide timely written notification to the Licensee of any claim or legal proceeding
15 which gives rise to such claimed indemnification right. The Town shall make its best
16 effort to forward said legal complaint to the Licensee within ten (10) business days of
17 receipt by the Town.

18 (ii) Afford Licensee the opportunity to participate in and fully control any
19 compromise, settlement or other resolution or disposition of such claim or proceeding,
20 unless, however, the Town reasonably determines that its interests cannot be represented
21 in good faith by Licensee; and

22 (iii) Fully cooperate with the reasonable requests of Licensee in its participation in,
23 and control, compromise, settlement or resolution or other disposition of such claim or
24 proceeding subject to subparagraph ii above.

25 (c) The Licensee shall be responsible for all damage or injury to property of any character
26 resulting from any act, omission, neglect, or misconduct in the manner or method of
27 executing this Renewal License or due to the non-execution of its obligations or at any
28 time due to defective work or materials.

29 (d) The indemnification obligation under this paragraph shall not be limited in any way
30 by any limitation on the amount or type of damages, compensation benefits or insurance

- 1 payable by or for the Licensee or any Subcontractor under Workmen's Compensation
- 2 Acts, disability benefit acts, other employee benefit acts or insurance policies.
- 3 (e) The Licensee shall not be required to indemnify the Town for attorney's fees and
- 4 costs incurred prior to the above written notice being provided to the Licensee.

SECTION 11

ADMINISTRATION AND REGULATION

Section 11.1 --- REGULATORY AUTHORITY

The Office of Town Manager, operating under the direction of the Issuing Authority, shall be responsible for the day-to-day regulation of the Cable Television System. The Office of the Town Manager will monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Office of the Town Manager shall notify Licensee in writing of any instance of non-compliance.

Section 11.2 --- PERFORMANCE EVALUATION PROCEEDINGS

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority or its designee, once per year. All such evaluation Hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, and (ii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters;

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town subject to Section 14(1)(b). Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If non-compliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 below.

1 Section 11.3 --- NONDISCRIMINATION

2 The Licensee shall not discriminate against any Person in its solicitations, service or
3 access activities, if applicable, on the basis of race, color, creed, religion, ancestry,
4 national origin, geographical location within the Town, sex, affectional preference,
5 gender identity, disability, age, marital status, or status with regard to public assistance.
6 The Licensee shall be subject to all other applicable requirements of federal and State
7 laws or regulations, relating to nondiscrimination through the term of the Renewal
8 License.

9 Section 11.4 --- SUBSCRIBER AND USER COMPLAINTS

10 In accordance with the regulations of the Cable Division, the Licensee shall submit a
11 completed copy of Cable Division Form 500 to the Issuing Authority, or its designee(s),
12 as required by the Cable Division.

13 Section 11.5 --- JURISDICTION

14 Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal
15 License shall be in any court of appropriate venue and subject matter jurisdiction located
16 in the Commonwealth of Massachusetts and the parties by the instrument subject
17 themselves to the personal jurisdiction of said court for the entry of any such judgment
18 and for the resolution of any dispute, action, or suit.

(1) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(2) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;

(3) commence an action at law for damages;

(4) foreclose on all or any appropriate part of the Performance Bond pursuant to Section 10.2 herein;

(5) declare the Renewal License to be revoked subject to Section 12.3 below and applicable law; and/or

(6) invoke any other lawful remedy available to the Town.

Section 12.2 --- LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be assessed by the Issuing Authority, payable by the Licensee, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority has subsequently made a determination of default pursuant to Section 12.1 above.

(1) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.3 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such noncompliance continues.

(2) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.2 infra, and Exhibit 13.2 attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues. Amherst Cable Television Renewal License

(3) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets provided pursuant to Section 6.5 herein, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 12.3 --- REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 12.4 --- NO WAIVER - CUMULATIVE REMEDIES

(a) No decision by the Town or its Issuing Authority to invoke any remedy under this Renewal License or under any statute, regulation, law, or bylaw, shall preclude the availability of any other such remedy.

(b) Subject to Section 626(d) of the Cable Act with respect to renewal of the cable franchise, no failure on the part of the Town to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(c) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in the Renewal License.

(d) A waiver of any right or remedy by the Town at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Town to be effective, it shall be in writing. The failure of the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town to take any action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

SECTION 13

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1 --- CUSTOMER SERVICE CALL CENTER

(a) Licensee shall provide Subscribers with a toll-free number to access company employees or answering service 24 hours per day, 7 days per week. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center. In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

(c) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls during Normal Business Hours.

(d) The Licensee's main customer service office(s) shall have a publicly listed telephone number for Amherst Subscribers.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, as defined at 47 C.F.R. §76.309, measured on a quarterly basis.

(e) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under Normal Operating Conditions.

(f) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

SECTION 13.2 --- FCC CUSTOMER SERVICE REGULATIONS

Licensee shall comply with the FCC Customer Service Regulations (47 CFR 76.309) and with Title 47, §552, CFR in all respects,, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit 13.2.

SECTION 13.3 --- INSTALLATION VISITS, SERVICE CALLS, RESPONSE TIME

(a) Subject to applicable law, the Licensee shall respond to all requests for aerial installations within seven (7) days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Cable Service received after Normal Business Hours shall be acted upon the next business morning.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar calls coming from the same area.

(d) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

SECTION 13.4 --- EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable

1 System, including repair and sales personnel, shall be required to display an employee
2 identification card issued by the Licensee and bearing a picture of said employee.

3 Section 13.5 --- BUSINESS PRACTICE STANDARDS

4 The Licensee shall provide the Issuing Authority, the Cable Division and all of its
5 Subscribers with the following information in accordance with 207 CMR 10.00 et seq.,
6 attached hereto as Exhibit 13.5 and made a part hereof, as the same may exist or as may
7 be amended from time:

8 (i) Notification of its billing practices;

9 (ii) Notification of Services, Rates and Charges;

10 (iii) Form of Bill;

11 (iv) Advance Billing, Issuance of Bills;

12 (v) Billing due dates, delinquency, late charges and termination of service;

13 (vi) Charges for Disconnection or Downgrading of Service;

14 (vii) Billing Disputes; and

15 (viii) Security Deposits.

16 Section 13.6 --- COMPLAINT RESOLUTION PROCEDURES

17 (a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

18 (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all
19 complaints regarding the quality of Service, equipment malfunctions and similar matters.
20 In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall
21 be responsible for receiving and acting upon such Subscriber complaint/inquires, as
22 follows.

23 (i) Upon the written request of the Issuing Authority or its designee(s), and subject to
24 applicable privacy laws, the Licensee shall, within the (10) business days after receiving
25 such request, send a written report to the Issuing Authority with respect to any complaint.
26 Such report shall provide a full explanation of the investigation, finding and corrective
27 steps taken by the Licensee. Should a Subscriber have an unresolved complaint regarding
28 cable television operations, the Subscriber shall be entitled to file his or her complaint
29 with the Issuing Authority or its designee(s), who shall have primary responsibility for
30 the continuing administration of the Renewal License and the implementation of
31 complaint procedures. Thereafter, if the Subscriber wished to participate in further

1 processing of the complaint, the Subscriber shall meet jointly in Amherst with the Issuing
2 Authority or its designee(s) and a representative of the Licensee, within thirty (30) days
3 of the Subscriber's filing of his or her complaint, in order to fully discuss and attempt to
4 resolve such matter.

5 (c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing
6 Authority or its designee(s) determines it to be in the public interest, the Issuing
7 Authority or its designee(s) may investigate any complaints or disputes brought by
8 Subscribers arising from the operations of the Licensee.

9 SECTION 13.7 --- REMOTE CONTROL DEVICES

10 The Licensee shall allow its Subscribers to purchase, from legal and authorized parties
11 other than the Licensee, own, utilize and program remote control devices which are
12 compatible with the Converter(s) provided by the Licensee. The Licensee takes no
13 responsibility for changes in its equipment which might make inoperable the remote
14 control devices acquired by Subscribers.

15 SECTION 13.8 --- PRIVACY WRITTEN NOTICE

16 Subject to applicable law, at the time of entering into an agreement to provide any Cable
17 Service or other service to a Subscriber, and annually thereafter to all Cable System
18 Subscribers, the Licensee shall provide Subscribers with written notice, as required by
19 Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously
20 explains the Licensee's practices regarding the collection, retention, uses, and
21 dissemination of personal subscriber information, and describing the Licensee's policy for
22 Amherst Cable Television Renewal License the protection of subscriber privacy.

23 Section 13.9 - MONITORING

24 (a) Subject to applicable law, unless otherwise required by court order, neither the
25 Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the
26 tapping or monitoring, or permit any other Person to tap or monitor, any cable, line,
27 signal, input device, or subscriber Outlet or receiver for any purpose, without the prior
28 written authorization of the affected Subscriber or User; provided, however, that the
29 Licensee may conduct system-wide or individually addressed "sweeps" solely for the
30 purpose of verifying System integrity, checking for illegal taps, connections or
31 Converters, controlling return-path transmission, billing for pay Services or monitoring

1 channel usage in a manner not inconsistent with the Cable Act. The Licensee shall
2 promptly report to the affected parties and the Issuing Authority any instances of
3 monitoring or tapping of the Cable Television System, or any part thereof, of which it has
4 knowledge, whether or not such activity has been authorized by the Licensee, other than
5 as permitted herein.

6 (b) The Licensee shall not record or retain any information transmitted between a
7 Subscriber or User and any third party, except as required for lawful business purposes.
8 Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally
9 identifiable information if the information is no longer necessary for the purpose for
10 which it was collected and there are no pending requests or orders for access to such
11 information pursuant to a request from a Subscriber or pursuant to a court order.

12 SECTION 13.10 - DISTRIBUTION OF SUBSCRIBER INFORMATION

13 (a) Subject to applicable law, the Licensee shall not disclose personally identifiable
14 information concerning any Subscriber without the prior written or electronic consent of
15 the Subscriber concerned.

16 (b) The Licensee may disclose such information if the disclosure is:

17 (i) necessary to render, or conduct a legitimate business activity related to, a
18 Cable Service or other service provided by the Licensee to the Subscriber; and/or made
19 pursuant to a court order authorizing such disclosure; or

20 (ii) a disclosure of the names and addresses of Subscribers to any Cable Service or
21 other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit
22 or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the
23 (i) extent of any viewing or other use by the Subscriber of a Cable Service or other
24 service provided by the License, or (ii) the nature of the transaction made by the
25 Subscriber over the Cable System.

26 Section 13.11 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND 27 SUBSCRIPTION DECISIONS

28 Except as permitted by Section 631 of the Cable Act and applicable laws, neither the
29 Licensee nor its agents nor its employees shall make available to any third party,
30 including the Town, information concerning the viewing habits or subscription package
31 decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the

1 Licensee shall notify the Subscriber as soon as practicable, unless such notification is
2 otherwise prohibited by applicable law or the court.

3 Section 13.12 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

4 (a) The Licensee shall promptly make available for inspection by a Subscriber at a
5 reasonable time and place all personal Subscriber information that the Licensee maintains
6 regarding said Subscriber.

7 (b) A Subscriber may obtain from the Licensee a copy of any or all of the personal
8 subscriber information regarding him or her maintained by the Licensee. The Licensee
9 may require a reasonable fee for making said copy.

10 (c) A Subscriber or User may challenge the accuracy, completeness, retention, use or
11 dissemination of any item of personal subscriber information. Such challenges and
12 related inquiries about the handling of subscriber information shall be directed to the
13 Licensee. The Licensee shall change any such information upon a reasonable showing by
14 any Subscriber that such information is inaccurate.

15 SECTION 13.13 --- POLLING BY CABLE

16 No poll of a Subscriber shall be conducted or obtained, unless (i) the program shall
17 contain an explicit disclosure of the nature, purpose and prospective use of the results of
18 the poll, and (ii) the program has an informational, entertainment or educational function
19 which is self-evident. The Licensee or its agents shall release the results only in the
20 aggregate and without individual references.

SECTION 14

REPORTS AND PERFORMANCE TESTS

Section 14.1 --- GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations with respect to the Cable System and/or any Affiliated Person in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the Licensee shall have all rights available under applicable law to challenge or appeal to the appropriate appellate entity(ies) the determination of the Town.

(c) Upon request from the Issuing Authority and for informational purposes only, the Licensee shall engage in public discussions of new and relevant Cable System and PEG Access technology(ies) and Services. Nothing in this section shall obligate the Licensee to institute new technology(ies).

Section 14.2 ---FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's Financial Representative, in accordance with applicable law. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

SECTION 14.3 --- CABLE SYSTEM SUBSCRIBER NUMBERS REPORT

The Licensee shall file annually with the Issuing Authority a summary of the number of Basic Service Subscribers.

1 SECTION 14.4 --- SUBSCRIBER COMPLAINT REPORT

2 In accordance with the regulations of the Cable Division, the Licensee shall submit a
3 completed copy of Cable Division Form 500 (See Exhibit 14.4) to the Issuing Authority,
4 or its designee(s), as required by the Cable Division. The Licensee shall record all written
5 and verbal Complaints of its Subscribers on said Form 500.

6 SECTION 14.5 --- INDIVIDUAL COMPLAINT REPORTS

7 Licensee shall, within ten (10) business days after receiving a written request therefor,
8 send a written report to the Issuing Authority with respect to any complaint. Such report
9 shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

10 SECTION 14.6 --- BI-ANNUAL PERFORMANCE TEST

11 Upon written request of the Issuing Authority, the Licensee shall provide copies of proof
12 of performance tests to the Issuing Authority in accordance with FCC regulations, at 47
13 C.F.R. §76.601 et seq. In addition, said Proof of Performance tests shall be available in
14 the License's public file as required by applicable law and regulation.

15 SECTION 14.7 --- RIGHT TO INSPECTION OF THE CABLE SYSTEM

16 The Issuing Authority or its designee(s) shall have the right to inspect the plant and
17 equipment in the Town at reasonable times and under reasonable circumstances;
18 provided, however, that such inspections are reasonable and do not interfere with the
19 operation or the performance of the facilities of the Cable System, and that such
20 inspections are conducted after reasonable written notice to the Licensee. The Licensee
21 may have a representative present during such inspections and shall fully cooperate in
22 these activities.

23 SECTION 14.8 --- QUALITY OF SERVICE

24 (a) Licensee shall comply with all applicable FCC regulations and standards relating to
25 quality of the signals transmitted over the Cable Television System, including 47 CFR
26 76.05, which are incorporated herein by reference.

27 (b) Where there exists evidence which, in the reasonable judgment of the Issuing
28 Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the
29 Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the
30 Licensee. The Licensee shall submit a written report to the Issuing Authority, within

1 thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in
2 detail its explanation of the problem(s)

3 SECTION 14.9 --- IN-HOUSE TELEPHONE REPORTS

4 To establish the Licensee's compliance with the requirements of Sections 13.2 and 13.5
5 of this Renewal License, the Licensee shall provide, upon written request of the Issuing
6 Authority, a report of regional telephone traffic, generated from an in-house automated
7 call accounting or call tracking system, not more than once per year unless a finding of
8 non-compliance has been shown.

9 SECTION 14.11 --- INVESTIGATION

10 Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall
11 cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by
12 a Town governmental agency; provided, however, that any such investigation, audit or
13 inquiry is for the purpose of establishing the Licensee's compliance with its obligations
14 pursuant to this Renewal License.

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SECTION 15

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EMPLOYMENT

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Section 15.1 --- EQUAL EMPLOYMENT OPPORTUNITY

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The Licensee shall comply with applicable FCC regulations with respect to Equal

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Employment Opportunities.

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Section 15.2 --- NON-DISCRIMINATION

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The Licensee shall adhere to all federal and state laws prohibiting discrimination in

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employment practices.

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SECTION 16
MISCELLANEOUS PROVISIONS

SECTION 16.1 --- ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed and agreed to by both parties.

SECTION 16.2 --- CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of this Renewal License. Such captions shall not affect the meaning or interpretation of this Renewal License.

SECTION 16.3 --- SEVERABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect on the term of the Renewal License.

SECTION 16.4 --- FORCE MAJEURE

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, insurrections, riots; epidemics; landslides; lightening; earthquakes, fires, hurricanes, volcanic activity, storms, floods, washouts; civil disturbances; explosions; strikes; environmental restrictions not caused by the respective party, and unavailability of essential equipment, service and/or materials and/or other matters beyond the reasonable control of the respective party.

1 SECTION 16.5 --- REMOVAL OF ANTENNAS

2 Licensee shall not remove any television antenna of any Subscriber but shall, at cost,
3 offer to said Subscriber and maintain an adequate switching device to allow said
4 Subscriber to choose between cable and non-cable television reception.

5 SECTION 16.6 --- SUBSCRIBER TELEVISION SETS

6 Licensee shall not engage directly or indirectly in the business of selling or repairing
7 television or radio sets; provided, however, that Licensee may make adjustments to
8 television sets in the course of normal maintenance.

9 SECTION 16.7 --- TERM

10 All obligations of Licensee and the Issuing Authority as set forth in this Renewal License
11 shall commence upon the expiration of the existing license and shall continue for the term
12 of this Renewal License except as expressly provided for herein.

13 SECTION 16.8 --- ISSUING AUTHORITY'S DESIGNEE

14 In the event that the Issuing Authority's designee is other than the Town Manager, the
15 Issuing Authority shall notify Licensee in writing of said designee.

16 SECTION 16.9 --- ACTS OR OMISSIONS OF AFFILIATES

17 During the term of the Renewal License, the Licensee shall be liable for the acts or
18 omission of its Affiliates while such Affiliates are involved directly or indirectly in the
19 construction, installation, maintenance, operation or removal of the Cable System as if the
20 acts or omissions of such Affiliates were the acts or omissions of the Licensee.

21 Section 16.10 --- RENEWAL LICENSE EXHIBITS

22 The Exhibits to the Renewal License attached hereto, and all portions thereof, are
23 incorporated herein by reference and expressly made a part of the Renewal License, unless
24 such exhibits are noted for informational purposes only.

25 Section 16.11 --- WARRANTIES

26 The Licensee warrants, represents and acknowledges that, as of the Effective Date of the
27 Renewal License:

- 28 (i) The Licensee is duly organized, validly existing and in good standing under the law of
29 the Commonwealth of Massachusetts;
- 30 (ii) The Licensee has the requisite power and authority under applicable law and its by-
31 laws and articles of incorporation and/or other organizational documents, is authorized by

1 resolutions of its Board of Directors or other governing body, and has secured all consents
2 which are required to be obtained as of the Effective Date of the Renewal License, to enter
3 into and legally bind the Licensee to the Renewal License and to take all actions necessary
4 to perform all of its obligations pursuant to the Renewal License;

5 (iii) This Renewal License is enforceable against the Licensee in accordance with the
6 provisions herein, subject to applicable State and federal law;

7 (iv) There is no action or proceeding pending or threatened against the Licensee as of
8 the Effective Date of this Renewal License that would interfere with its performance of the
9 Renewal License; and

10 (v) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date of this Renewal
11 License, the performance of all terms and conditions in this Renewal License is
12 commercially practicable.

13 Section 16.12 --- APPLICABILITY OF RENEWAL LICENSE

14 All of the provisions in the Renewal license shall apply to the Town, the Licensee, and their
15 respective successors and assignees.

16 Section 16.13 --- NOTICES

17 (a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by
18 certified mail to the Issuing Authority at Town Hall, 4 Boltwood Avenue, Amherst MA
19 01002 or to such other address(es) as the Issuing Authority may specify in writing to the
20 Licensee, with one (1) copy to the Town's Cable Advisory Committee at the same address.

21 (b) Every notice served upon the Licensee shall be delivered, sent by express mail
22 (signature required) or by certified mail/return receipt requested to the following address:
23 Comcast Cable Communications, Inc., 3303 Main Street, Springfield, MA 01107 with
24 copies to Vice President of Government Affairs, Comcast, 676 Island Pond Road,
25 Manchester, New Hampshire, 03109 and Comcast, Attn: Government Affairs, 1500 Market
26 Street, Philadelphia, PA 19102 or such other address(es) as the Licensee may specify in
27 writing to the Issuing Authority with copies to the Town's Cable Advisory Committee,
28 Town Hall, 4 Boltwood Avenue, Amherst, MA 01002.

29 (c) Delivery shall be equivalent to direct personal notice, direction or order, and shall be
30 deemed to have been given at the time of receipt.

1 Section 16.14 --- NO RECOURSE AGAINST THE ISSUING AUTHORITY

2 Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against
3 the Issuing Authority, the Town and/or its officials, boards, commission, committees,
4 advisors, designees, agents, and/or its employees other than injunctive relief or declaratory
5 relief, arising from the regulation of cable service or from a decision of approval or
6 disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal
7 License.

8 SECTION 16.15 --- TOWN'S RIGHT OF INTERVENTION

9 The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, in
10 accordance with applicable law or regulation, to intervene in any suit, action or proceeding
11 involving the Renewal License, or any provision in the Renewal License, provided,
12 however, that this section shall not restrict the right of the Licensee to oppose such
13 intervention pursuant to applicable law.

EXHIBIT 3.2

CURRENT I-NET LOCATIONS

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- 4 Town Hall, 4 Boltwood Avenue
- 5 Police Station, 111 Main Street
- 6 ACTV, 246 College Street
- 7 Munson Library, 1046 Southeast Street
- 8 Jones Library, 43 Amity Street
- 9 North Amherst Library, 8 Montague Road
- 10 Public Works, 586 South Pleasant Street
- 11 Central Fire Station, 68 North Pleasant Street
- 12 Bangs Community Center, 70 Boltwood Walk
- 13 North Fire Station, 601 East Pleasant Street
- 14 Community Pool, 205 Triangle Street
- 15 South Amherst School, 1001 South Pleasant Street
- 16 Middle School, 170 Chestnut Street
- 17 High School, 21 Mattoon Street
- 18 Crocker Farm School, 280 West Street
- 19 Mark's Meadow School, 813 North Pleasant Street
- 20 Wildwood School, 71 Strong Street
- 21 Fort River School, 70 Southeast Street
- 22 Fort River Annex, 70 Southeast Street
- 23 Parking Garage, 51 Boltwood Walk

EXHIBIT 6.2

PROGRAMMING CARRIED ON THE CABLE SYSTEM

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

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EXHIBIT 6.3

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EQUIPMENT COMPATIBILITY

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The Licensee's brochure, "Notice to Customers Regarding Equipment Compatibility," is

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attached to and made a part of this renewal license.

EXHIBIT 13.5

BILLING AND TERMINATION OF SERVICE

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

(7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

(1) The bill shall contain the following information in clear, concise and understandable language and format:

- (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
- (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
- (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
- (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) The date on which payment is due from the subscriber.

(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

- (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
- (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
- (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- 1 (1) Subscriber payment is due on the due date marked on the bill, which shall be a date
2 certain and in no case a statement that the bill is due upon receipt. The due date
3 shall not be less than five business days following the mailing date of the bill.
- 4 (2) A subscriber account shall not be considered delinquent unless payment has not
5 been received by the company at least 30 days after the bill due date.
- 6 (3) The following provisions shall apply to the imposition of late charges on
7 subscribers:
 - 8 (a) A cable television operator shall not impose a late charge on a subscriber unless a
9 subscriber is delinquent, the operator has given the subscriber a written late charge
10 notice in a clear and conspicuous manner, and the subscriber has been given at
11 least eight business days from the date of delinquency to pay the balance due.
 - 12 (b) A charge of not more than 5 percent of the balance due may be imposed as a one-
13 time late charge.
 - 14 (c) No late charge may be assessed on the amount of a bill in dispute.
- 15 (4) A cable television operator shall not terminate a subscriber's service unless the
16 subscriber is delinquent, the cable operator has given the subscriber a separate
17 written notice of termination in a clear and conspicuous manner, and the
18 subscriber has been given at least eight business days from the mailing of the notice
19 of termination to pay the balance due. A notice of termination shall not be mailed to
20 subscribers until after the date of delinquency.
- 21 (5) A cable television operator shall not assess a late charge on a bill or discontinue a
22 subscriber's cable television service solely because of the nonpayment of the
23 disputed portion of a bill during the period established by 207 CMR 10.07 for
24 registration of a complaint with the operator or during the process of a dispute
25 resolution mechanism recognized under 207 CMR 10.07.
- 26 (6) Any charge for returned checks shall be reasonably related to the costs incurred by
27 the cable company in processing such checks.
- 28 10.06: Charges for Disconnection or Downgrading of Service
- 29 (1) A cable television operator may impose a charge reasonably related to the
30 cost incurred for a downgrade of service, except that no such charge may be
31 imposed when:
 - 32 (a) A subscriber requests total disconnection from cable service; or
 - 33 (b) A subscriber requests the downgrade within the 30 day period following the notice
34 of a rate increase or a substantial change in the number or type of programming
35 services relative to the service (s) in question.
- 36 (2) If a subscriber requests disconnection from cable television service prior to the
37 effective date of an increase in rates, the subscriber shall not be charged the
38 increased rate if the cable television operator fails to disconnect service prior to the
39 effective date. Any subscriber who has paid in advance for the next billing period
40 and who requests disconnection from service shall receive a prorated refund of any
41 amounts paid in advance.
- 42 10.07: Billing Disputes
- 43 (1) Every cable television operator shall establish procedures for prompt investigation
44 of any billing dispute registered by a subscriber. The procedure shall provide at
45 least 30 days from the due date of the bill for the subscriber to register a complaint.
46 The cable television operator shall notify the subscriber of the result of its
47 investigation and give an explanation for its decision within 30 working days of
48 receipt of the complaint.
- 49 (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails
50 to pay the undisputed balance within 30 days.

1 (3) Any subscriber in disagreement with the results of the cable television operator's
2 investigation shall promptly inquire about and take advantage of any complaint
3 resolution mechanism, formal or informal, available under the license or through
4 the issuing authority before the Commission may accept a petition filed under 207
5 CMR 10.07(4).

6 (4) The subscriber or the cable television operator may petition the Commission to
7 resolve disputed matters within 30 days of any final action. Final action under 207
8 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a
9 complaint.

10 (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all
11 parties agree to submit the dispute to the Commission and be bound by the
12 Commission's decision and the Commission obtains a statement signed by the
13 parties indicating that agreement. In resolving the dispute, the Commission may
14 receive either written or oral statements from the parties, and may conduct its own
15 investigation. The Commission shall then issue a decision based on the record and
16 the parties shall receive written notification of the decision and a statement of
17 reasons therefor.

18 10.08: Security Deposits

19 (1) A cable operator shall not require from any cable subscriber a security deposit
20 for converters or other equipment in excess of the cost of the equipment.

21 (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year
22 for any deposit held for six months or more, and such interest shall accrue from the
23 date the deposit is made by the cable subscriber. Interest shall be paid annually by
24 the cable operator to the cable subscriber, either as a direct payment or as a credit
25 to the cable subscriber's account.

26 (3) Within 30 days after the return of the converter or other equipment, the cable
27 operator shall return the security deposit plus any accrued interest to the cable
28 subscriber, either as a direct payment or as a credit to the cable subscriber's
29 account.
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EXHIBIT 14.4

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SUBSCRIBER COMPLAINT REPORT

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The Cable Television Division Form 500, Subscriber Complaint Report, is attached

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hereto and made a part hereof.

SIGNATURE PAGE

In witness whereof, this Agreement is hereby signed this day of , 2006
and sealed by the parties, duly authorized, at Amherst, Massachusetts.

Town of Amherst

Comcast of Massachusetts/Virginia, Inc.

/s/ Anne Awad

/s/ Kevin M. Casey

President - Northern Division

Dated:

/s/ Robie Hubley

/s/ Gerry Weiss

/s/ Rob Kusner

/s/ Hwei-Ling Greeney

Select Board, Town of Amherst, Massachusetts

Approved as to legal form:

William H. Solomon

Special Cable Counsel

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